

by The Pig.Net Base Matrix is more than \$40.00 per head, the sale price shall be the price determined by the Facility-Specific Matrix, minus the difference between \$40.00 per head and The Pig.Net Base Matrix Price.

9. Adjustment to Price for Weaner Pigs. The price for all weaner pigs sold hereunder shall be adjusted in accordance with the current Pig.Net Blemished Pig Adjustment Schedule (the "Blemish Schedule"), which may be amended or adjusted by Cargill from time to time. A copy of the current Blemish Schedule is attached hereto as Exhibit C. Notwithstanding the foregoing, Finisher and Farrower shall have the right to mutually agree, in writing, to create their own blemish schedule to determine how the price for imperfect weaner pigs will be adjusted.

10. Disputed Invoices. In the event there is a bona fide dispute between Farrower and Finisher over the amount due for weaner pigs delivered hereunder, Finisher shall pay the undisputed amount, and the parties will attempt to amicably resolve their dispute.

11. Farrower's Lien to Weaner Pigs. Finisher hereby grants Farrower a purchase money security interest in any weaner pigs purchased hereunder, to secure payment of any amounts Finisher may owe Farrower. Finisher agrees to sign a separate security agreement, assignment, and/or UCC financing statement if Farrower requests that Finisher execute such documents.

12. Pig.Net Subscription Fee. Subject to Section 13 hereinbelow, Finisher shall pay Cargill a subscription fee equal to \$3.50 per weaner pig for all weaner pigs purchased through the Pig.Net System. Payment of the subscription fee shall be on a monthly basis.

13. Purchase of Cargill Approved Feed. Cargill agrees to waive the subscription fee provided for in Section 12 hereinabove for any month if Finisher utilizes only Cargill animal nutrition products to feed pigs purchased through the Pig.Net Alliance. Finisher may purchase Pig.Net™ complete feed products or Finisher may purchase Pig.Net™ premixes or concentrates and grind or toll mill Finisher's own feed.

14. Coordination with Ancillary Documents. Concurrent with entering into this Agreement, Farrower is entering into a Pig.Net Price Risk Program Agreement for Farrowing Operations, substantially in the form as attached Exhibit D ("The Farrower Pig.Net Agreement"). Finisher agrees to purchase weaner pigs from Farrower pursuant to the term of this Agreement and The Farrower Pig.Net Agreement. Finisher agrees to be bound by the term of the Farrower Pig.Net Agreement, as though Finisher were a party to said Agreement. At Cargill's request, Finisher shall execute the Farrower Pig.Net Agreement confirming Finisher's intent to be bound by the terms of said Agreement. Finisher shall be considered a third party beneficiary of the Farrower Pig.Net Farrowing Operations Agreement, and Farrower shall be considered a third party beneficiary of this Agreement.